

1 **UNITED STATES DISTRICT COURT**
2 **CENTRAL DISTRICT OF CALIFORNIA**

3 SOFTWARE TISSUE
4 REGENERATION TECHNOLOGIES,
5 LLC,

6 Plaintiff,

7 vs.

8 DR. HAR HARI S. KHALSA, DC,
9 D/B/A TRANSFORMATIONAL
10 HEALING UNIVERSE, AN
11 INDIVIDUAL; THOMAS
12 KOSTOPOULOS, AN INDIVIDUAL;
13 AND KOSTOPOULOS
14 INVESTMENT HOLDINGS, LLC
15 D/B/A STEMWAVE, A DELAWARE
16 LIMITED LIABILITY COMPANY

17 Defendants.

DISCOVERY MATTER

No. 2:22-cv-07810-MCS-RAO

**STIPULATED PROTECTIVE
ORDER**

Assigned to Hon. Mark C. Scarsi

Courtroom 7C, 7th Floor

Complaint Filed: October 26, 2022

Trial Date: TBD

18 Pursuant to Local Civil Rule 37, Plaintiff SoftWave Tissue Regeneration
19 Technologies, LLC (“Plaintiff”) and Defendants Dr. Har Hari S. Khalsa, DC d/b/a
20 Transformational Healing Universe, Thomas Kostopoulos, Kostopoulos Investment
21 Holdings, LLC d/b/a Stemwave (“Defendants”) (collectively, the “Parties”), in the
22 above-captioned matter, through their counsel of record, hereby submit this
23 stipulated protective order and stipulate and agree as follows:

24 1. **INITIAL MATTERS**

25 1.1 **Purposes and Limitations**

26 Discovery in this action is likely to involve production of confidential,
27 proprietary, or private information for which special protection from public
28 disclosure and from use for any purpose other than prosecuting this litigation may

1 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
2 enter the following Stipulated Protective Order. The parties acknowledge that this
3 Order does not confer blanket protections on all disclosures or responses to
4 discovery and that the protection it affords from public disclosure and use extends
5 only to the limited information or items that are entitled to confidential treatment
6 under the applicable legal principles. The parties further acknowledge, as set forth
7 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to
8 file confidential information under seal; Civil Local Rule 79-5 sets forth the
9 procedures that must be followed and the standards that will be applied when a party
10 seeks permission from the court to file material under seal.

11 1.2. Good Cause Statement

12 This action is likely to involve trade secrets, customer and pricing lists and
13 other valuable research, development, commercial, financial, technical and/or
14 proprietary information for which special protection from public disclosure and from
15 use for any purpose other than prosecution of this action is warranted. Such
16 confidential and proprietary materials and information consist of, among other
17 things, confidential business or financial information, information regarding
18 confidential business practices, or other confidential research, development, or
19 commercial information (including information implicating privacy rights of third
20 parties), information otherwise generally unavailable to the public, or which may be
21 privileged or otherwise protected from disclosure under state or federal statutes,
22 court rules, case decisions, or common law. Accordingly, to expedite the flow of
23 information, to facilitate the prompt resolution of disputes over confidentiality of
24 discovery materials, to adequately protect information the parties are entitled to keep
25 confidential, to ensure that the parties are permitted reasonable necessary uses of
26 such material in preparation for and in the conduct of trial, to address their handling
27 at the end of the litigation, and serve the ends of justice, a protective order for such

1 information is justified in this matter. It is the intent of the parties that information
2 will not be designated as confidential for tactical reasons and that nothing be so
3 designated without a good faith belief that it has been maintained in a confidential,
4 non-public manner, and there is good cause why it should not be part of the public
5 record of this case.

6 1.3 Acknowledgement of Procedure for Filing Under Seal

7 The parties further acknowledge, as set forth in Section 12.3, below, that this
8 Stipulated Protective Order does not entitle them to file confidential information
9 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
10 and the standards that will be applied when a party seeks permission from the court
11 to file material under seal.

12 There is a strong presumption that the public has a right of access to judicial
13 proceedings and records in civil cases. In connection with non-dispositive motions,
14 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
15 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006); *Phillips v. Gen. Motors*
16 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002); *Makar-Welbon v. Sony Electronics,*
17 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require
18 good cause showing), and a specific showing of good cause or compelling reasons
19 with proper evidentiary support and legal justification, must be made with respect to
20 Protected Material that a party seeks to file under seal. The parties' mere designation
21 of Disclosure or Discovery Material as "CONFIDENTIAL" or "HIGHLY
22 CONFIDENTIAL – ATTORNEYS' EYES ONLY" does not—without the
23 submission of competent evidence by declaration, establishing that the material
24 sought to be filed under seal qualifies as confidential, privileged, or otherwise
25 protectable—constitute good cause.

26 Further, if a party requests sealing related to a dispositive motion or trial, then
27 compelling reasons, not only good cause, for the sealing must be shown, and the
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relief sought shall be narrowly tailored to serve the specific interest to be protected. *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type of information, document, or thing sought to be filed or introduced under seal in connection with a dispositive motion or trial, the party seeking protection must articulate compelling reasons, supported by specific facts and legal justification, for the requested sealing order. Again, competent evidence supporting the application to file documents under seal must be provided by declaration.

Any document that is not confidential, privileged, or otherwise protectable in its entirety will not be filed under seal if the confidential portions can be redacted. If documents can be redacted, then a redacted version for public viewing, omitting only the confidential, privileged, or otherwise protectable portions of the document shall be filed. Any application that seeks to file documents under seal in their entirety should include an explanation of why redaction is not feasible.

2. DEFINITIONS

2.1 Action: *SoftWave Tissue Regeneration Technologies, LLC v. Dr. Hari S. Khalsa et al.*, Case No. 22-cv-07810-MCS-RAO (C.D. Cal. 2022).

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 "CONFIDENTIAL" Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or Items: Highly sensitive confidential information or items that contains sensitive financial, technical, research and development, business strategy, or other competitive information that the designating party believes, in good faith, could cause it to suffer competitive harm if known by entities or persons who would

1 otherwise have access to it under this Order.

2 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as
3 their support staff).

4 2.6 Designating Party: a Party or Non-Party that designates information or
5 items that it produces in disclosures or in responses to discovery as
6 “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
7 ONLY.”

8 2.7 Disclosure or Discovery Material: all items or information, regardless
9 of the medium or manner in which they are generated, stored, or maintained
10 (including, among other things, testimony, transcripts, and tangible things), that are
11 produced or generated in disclosures or responses to discovery in this matter.

12 2.8 Expert: a person with specialized knowledge or experience in a matter
13 pertinent to the litigation who has been retained by a Party or its counsel to serve as
14 an expert witness or as a consultant in this Action.

15 2.9 Georgia Action: *SoftWave Tissue Regeneration Technologies, LLC v.*
16 *Thomas Kostopoulos, et al*, Case No. 22-cv-03392-SCJ (N.D. Ga. 2022).

17 2.10 House Counsel: attorneys who are employees of a party to this Action.
18 House Counsel does not include Outside Counsel of Record or any other outside
19 counsel.

20 2.11 Non-Party: any natural person, partnership, corporation, association,
21 or other legal entity not named as a Party to this action.

22 2.12 Outside Counsel of Record: attorneys who are not employees of a party
23 to this Action, but are retained to represent or advise a party to this Action and have
24 appeared in this Action on behalf of that party or are affiliated with a law firm which
25 has appeared on behalf of that party, including support staff.

26 2.13 Party: any party to this Action, including all of its officers, directors,
27 employees, consultants, retained experts, and Outside Counsel of Record (and their
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support staffs).

2.14 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

2.15 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.16 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2.17 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,

1 including the time limits for filing any motions or applications for extension of time
 2 pursuant to applicable law.

3 5. DESIGNATING PROTECTED MATERIAL

4 5.1 Exercise of Restraint and Care in Designating Material for Protection.

5 Each Party or Non-Party that designates information or items for protection under
 6 this Order must take care to limit any such designation to specific material that
 7 qualifies under the appropriate standards. The Designating Party must designate for
 8 protection only those parts of material, documents, items, or oral or written
 9 communications that qualify so that other portions of the material, documents, items,
 10 or communications for which protection is not warranted are not swept unjustifiably
 11 within the ambit of this Order.

12 Mass, indiscriminate, or routinized designations are prohibited. Designations
 13 that are shown to be clearly unjustified or that have been made for an improper
 14 purpose (e.g., to unnecessarily encumber the case development process or to impose
 15 unnecessary expenses and burdens on other parties) may expose the Designating
 16 Party to sanctions.

17 If it comes to a Designating Party's attention that information or items that it
 18 designated for protection do not qualify for protection, that Designating Party must
 19 promptly notify all other Parties that it is withdrawing the inapplicable designation.

20 5.2 Manner and Timing of Designations. Except as otherwise provided in
 21 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise
 22 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
 23 under this Order must be clearly so designated before the material is disclosed or
 24 produced.

25 Designation in conformity with this Order requires:

26 5.2.1 for information in documentary form (e.g., paper or electronic
 27 documents, but excluding transcripts of depositions or other pretrial or trial

1 proceedings), that the Producing Party affix at a minimum, the legend
2 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
3 EYES ONLY” (hereinafter, “Legend”), to each page that contains protected
4 material. If only a portion or portions of the material on a page qualifies for
5 protection, the Producing Party also must clearly identify the protected
6 portion(s) (e.g., by making appropriate markings in the margins).

7 A Party or Non-Party that makes original documents available for
8 inspection need not designate them for protection until after the inspecting
9 Party has indicated which documents it would like copied and produced.
10 During the inspection and before the designation, all of the material made
11 available for inspection shall be deemed “HIGHLY CONFIDENTIAL –
12 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the
13 documents it wants copied and produced, the Producing Party must determine
14 which documents, or portions thereof, qualify for protection under this Order.
15 Then, before producing the specified documents, the Producing Party must
16 affix the appropriate Legend to each page that contains Protected Material. If
17 only a portion or portions of the material on a page qualifies for protection,
18 the Producing Party also must clearly identify the protected portion(s) (e.g.,
19 by making appropriate markings in the margins).

20 5.2.2 for testimony given in depositions that the Designating Party
21 identify the Disclosure or Discovery Material on the record, before the close
22 of the deposition all protected testimony.

23 5.2.3 for information produced in some form other than documentary
24 and for any other tangible items, that the Producing Party affix in a prominent
25 place on the exterior of the container or containers in which the information
26 is stored the CONFIDENTIAL LEGEND. If only a portion or portions of the
27 information warrants protection, the Producing Party, to the extent
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practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37-1 *et seq.*

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Similarly, frivolous designations of documents as CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY, as determined by the Court, may expose the Designating Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such

1 Protected Material may be disclosed only to the categories of persons and under the
2 conditions described in this Order. When the Action has been terminated, a
3 Receiving Party must comply with the provisions of Section 13 below (FINAL
4 DISPOSITION).

5 Protected Material must be stored and maintained by a Receiving Party at a
6 location and in a secure manner that ensures that access is limited to the persons
7 authorized under this Order.

8 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
9 otherwise ordered by the court or permitted in writing by the Designating Party, a
10 Receiving Party may disclose any information or item designated
11 “CONFIDENTIAL” only to:

12 7.2.1 the Receiving Party’s Outside Counsel of Record in this Action,
13 as well as employees of said Outside Counsel of Record to whom it is
14 reasonably necessary to disclose the information for this Action;

15 7.2.2 one (1) officer, director, or employee (including House Counsel)
16 of the Receiving Party to whom disclosure is required for the disposition (e.g.,
17 settlement) of this Action;

18 7.2.3 Experts (as defined in this Order) of the Receiving Party to whom
19 disclosure is reasonably necessary for this Action, provided that: (1) such
20 Experts are not presently employed by the Parties or an affiliate of a Party
21 hereto for purposes other than this Action and (2) before access is given, any
22 such Expert has signed the “Acknowledgment and Agreement to Be Bound”
23 (Exhibit A) and the same has been served upon the Producing Party, along
24 with (i) a current curriculum vitae of the Expert, (ii) a list of other cases in
25 which the Expert has provided a report or testified (at trial or deposition) and
26 (iii) a list of companies that the Expert has worked or consulted for in the field
27 of the invention of the patents-in-suit or the accused products in the last four
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1 years and a brief description of the subject matter of such employment or
 2 consultancy, at least ten (10) days before access to the Protected Material is
 3 to be given to that Expert in order to allow the Producing Party to object to
 4 and notify the Receiving Party in writing that it objects to the disclosure of
 5 Protected Material to the Expert (“Notice”). The Parties agree to promptly
 6 confer and use good faith to resolve any such objection. If the Parties are
 7 unable to resolve any objection, the objecting Party may file a motion with
 8 the Court within fifteen (15) days of receipt of the Notice of the Producing
 9 Party’s objection, or within such other time as the Parties may agree, seeking a
 10 protective order with respect to the proposed disclosure. The objecting Party
 11 shall have the burden of proving the need for a protective order. No disclosure
 12 shall occur until all such objections are resolved by agreement or Court order.
 13 For the avoidance of doubt, no information designated as “CONFIDENTIAL”
 14 or “HIGHLY CONFIDENTIAL—OUTSIDE ATTORNEYS’ EYES ONLY”
 15 shall be shared with any person who is employed by or affiliated in any way
 16 with the manufacturer of the Accused Device(s) or any component thereof,
 17 including but not limited to İnceler Medikal Sağlık Hizmetleri Sanayi Ticaret
 18 Ltd.;

19 7.2.4 the Court and its personnel;

20 7.2.5 Court reporters and their staff;

21 7.2.6 professional jury or trial consultants, mock jurors, and
 22 Professional Vendors to whom disclosure is reasonably necessary for this
 23 Action and who have signed the “Acknowledgment and Agreement to Be
 24 Bound” (Exhibit A);

25 7.2.7 the author or recipient of a document containing the information
 26 or a custodian or other person who otherwise possessed or knew the
 27 information;

7.2.8 during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

7.2.9 any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

For Protected Material designed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” access to, and disclosure of, such Protected Material shall be limited to the individuals listed in Sections 7.2.1 and 7.2.3 – 7.2.9.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” that Party must:

8.1 promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

8.2 promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of

1 this Stipulated Protective Order; and

2 8.3 cooperate with respect to all reasonable procedures sought to be
3 pursued by the Designating Party whose Protected Material may be affected.

4 8.4 If the Designating Party timely seeks a protective order, the Party
5 served with the subpoena or court order shall not produce any information
6 designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
7 ATTORNEYS’ EYES ONLY” before a determination by the court from which the
8 subpoena or order issued, unless the Party has obtained the Designating Party’s
9 permission. The Designating Party shall bear the burden and expense of seeking
10 protection in that court of its confidential material and nothing in these provisions
11 should be construed as authorizing or encouraging a Receiving Party in this Action
12 to disobey a lawful directive from another court.

13 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
14 PRODUCED IN THIS LITIGATION

15 9.1 The terms of this Order are applicable to information produced by a
16 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
17 produced by Non-Parties in connection with this litigation is protected by the
18 remedies and relief provided by this Order. Nothing in these provisions should be
19 construed as prohibiting a Non-Party from seeking additional protections.

20 9.2 In the event that a Party is required, by a valid discovery request, to
21 produce a Non-Party’s confidential information in its possession, and the Party is
22 subject to an agreement with the Non-Party not to produce the Non-Party’s
23 confidential information, then the Party shall:

24 9.2.1 promptly notify in writing the Requesting Party and the Non-
25 Party that some or all of the information requested is subject to a
26 confidentiality agreement with a Non-Party;

27 9.2.2 promptly provide the Non-Party with a copy of the Stipulated

1 Protective Order in this Action, the relevant discovery request(s), and a
 2 reasonably specific description of the information requested; and

3 9.2.3 make the information requested available for inspection by the
 4 Non-Party, if requested.

5 9.3 If the Non-Party fails to seek a protective order from this court within
 6 14 days of receiving the notice and accompanying information, the Receiving Party
 7 may produce the Non-Party's confidential information responsive to the discovery
 8 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
 9 not produce any information in its possession or control that is subject to the
 10 confidentiality agreement with the Non-Party before a determination by the court.
 11 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
 12 of seeking protection in this court of its Protected Material.

13 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

14 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
 15 Protected Material to any person or in any circumstance not authorized under this
 16 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
 17 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
 18 to retrieve all unauthorized copies of the Protected Material, (c) inform the person
 19 or persons to whom unauthorized disclosures were made of all the terms of this
 20 Order, and (d) request such person or persons to execute the "Acknowledgment and
 21 Agreement to Be Bound" that is attached hereto as Exhibit A.

22 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 23 PROTECTED MATERIAL

24 When a Producing Party gives notice to Receiving Parties that certain
 25 inadvertently produced material is subject to a claim of privilege or other protection,
 26 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
 27 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
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may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

13. PRIVILEGE LOG

To the extent that the Parties produce privilege logs for materials withheld for attorney-client privilege or pursuant to the work product doctrine (or other privileges or doctrines), the format and content shall be as follows, absent further Court order: The privilege log shall contain names extracted from the topmost e-mail message or document (To, From, CC, BCC), the date of the topmost e-mail or document, and the basis for the assertion of a privilege or other protection. The Producing Party

1 shall create a single log entry for each e-mail chain or string. A Producing Party's
2 logging of the topmost e-mail shall be deemed to assert protection for all of the
3 privileged material in an e-mail string or chain, including multiple redactions or
4 multiple segments.

5 Attorney-client privileged communications and attorney work product created
6 by or on behalf of Counsel for the Parties after the initiation of and/or as part of their
7 representation in this action need not be included in any privilege log.

8 14. FINAL DISPOSITION

9 After the final disposition of this Action, as defined in paragraph 4, within 60
10 days of a written request by the Designating Party, each Receiving Party must return
11 all Protected Material to the Producing Party or destroy such material. As used in
12 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
13 summaries, and any other format reproducing or capturing any of the Protected
14 Material. Whether the Protected Material is returned or destroyed, the Receiving
15 Party must submit a written certification to the Producing Party (and, if not the same
16 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
17 (by category, where appropriate) all the Protected Material that was returned or
18 destroyed and (2) affirms that the Receiving Party has not retained any copies,
19 abstracts, compilations, summaries or any other format reproducing or capturing any
20 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
21 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
22 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
23 reports, attorney work product, and consultant and expert work product, even if such
24 materials contain Protected Material. Any such archival copies that contain or
25 constitute Protected Material remain subject to this Protective Order as set forth in
26 Section 4.

15. ENFORCEMENT

Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: July 18, 2023

/s/ Steven W. Ritcheson

Steven W. Ritcheson

Attorneys for Plaintiff,
SOFTWARE TISSUE REGENERATION
TECHNOLOGIES, LLC

Dated: July 18, 2023

MINTZ LEVIN COHN FERRIS GLOVSKY
AND POPEO P.C.

/s/ James A. Rapore

James A. Rapore (SBN 278925)

Brad M. Scheller (*pro hac*)

Robert C. Sweeney (*pro hac*)

Attorneys for Defendants,
DR. HAR HARI S. KHALSA, DC, D/B/A
TRANSFORMATIONAL HEALING
UNIVERSE, THOMAS KOSTOPOULOS
AND KOSTOPOULOS INVESTMENT
HOLDINGS, LLC D/B/A STEMWAVE

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: July 18, 2023

Rozella A. Oliver

HONORABLE ROZELLA A. OLIVER
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____[print or type full name], of
 _____[print or type full address], declare under penalty of
 perjury that I have read in its entirety and understand the Stipulated Protective Order
 that was issued by the United States District Court for the Central District of
 California on [date] in the case of _____ *SoftWave Tissue Regeneration*
Technologies, LLC v. Dr. Har Hari S. Khalsa et al., Case No. 22-cv-07810-MCS-
 RAO (C.D. Cal. 2022). I agree to comply with and to be bound by all the terms of
 this Stipulated Protective Order and I understand and acknowledge that failure to so
 comply could expose me to sanctions and punishment in the nature of contempt. I
 solemnly promise that I will not disclose in any manner any information or item that
 is subject to this Stipulated Protective Order to any person or entity except in strict
 compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
 Central District of California for the purpose of enforcing the terms of this Stipulated
 Protective Order, even if such enforcement proceedings occur after termination of
 this action. I hereby appoint _____[print or type full name] of
 _____[print or type full address and telephone number] as my California
 agent for service of process in connection with this action or any proceedings related
 to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____